

### **Remarks**

Claims 1, 3-5, 7-8, 11-23, 25-26, 28-29 and 31 are currently pending. Claims 1, 5, 11, 18, 23, 26 and 29 are amended. No new matter has been added. Claims 9 and 10 have been canceled. For the following reasons, Applicants submit the presently pending claims are allowable in view of the prior art of record.

### **Interview**

Applicants thank Examiners Liversedge and Kramer for the courtesies extended to Applicants' representative Wesley Jones during the interview of May 30, 2007. A summary of the substance of the interview is set forth below.

During the interview, Applicants' representative asserted that the applied §102(b) reference did not anticipate claims 1, 5, 23, 26 and 29. No agreement as to the patentability of the claims was reached. Please note that no Examiner interview summary has been received by the Applicants or Applicants' representative to date.

### **Rejection of claims under 35 U.S.C. §102(b)**

Claims 1, 3-5, 7-8, 20-23, 25-26, 28-29 and 31 are rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 5,717,989 issued to Tozzoli et al. (hereinafter referred to as "Tozzoli"). Applicants respectfully request withdrawal of these rejections because Tozzoli fails to teach or suggest all elements of independent claims 1, 5, 23, 26 and 29.

An aspect of the present invention, as disclosed and claimed herein, improves upon the Tozzoli system by including at least the additional step of credit evaluation. In particular, the claimed invention enables a buyer's anticipated credit exposure to be evaluated and monitored. Further, the buyer's anticipated credit exposure, over a future period of time, can be presented graphically to the seller and buyer. As described at least at paragraphs 102-104 of the published application, the present invention can determine the due date of a buyer's unpaid invoice, assume the buyer will make a payment (e.g., a required payment) by the due date, and adjust the buyer's anticipated cumulative credit exposure by the payment amount. In this way, the present invention provides a forward-looking perspective on the buyer's anticipated credit exposure that is not taught or suggested by Tozzoli. Specifically, independent claims 1, 5, 23, 26 and 29 recite, *inter alia*, the following:

means for evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time, **wherein the means for evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time comprises means for determining, for a first invoice upon which a first payment is required to be paid by the buyer, a time when the first payment is required to be paid by, according to one or more terms of at least one of the first invoice and a first purchase order agreement associated with the first invoice, and for adjusting the buyer's anticipated cumulative credit exposure by an amount equal to the first payment by assuming the buyer will make the first payment by at least the time when the first payment is required to be paid by . . .** [and] means to present, on at least one of a computer of the seller and a computer of the buyer, **a graphical display indicating the buyer's anticipated cumulative credit exposure as a function of time.** (Emphasis added)

In contrast to the present invention, Tazzoli is limited to providing a snapshot of present credit information that is not forward-looking, and so fails to teach or suggest at least the above-noted features of the claimed invention. This snapshot of information by Tazzoli does not identically disclose "evaluating" the anticipated credit exposure of a buyer because this snapshot does not include any evaluation (i.e., no assumption of payment amount and timing and no corresponding adjustment in credit exposure based on the assumed payment amount and time of payment). Accordingly, Applicants request that the rejections of independent claims 1, 5, 23, 26 and 29 be reconsidered and withdrawn.

Claims 3 and 4 depend from independent claim 1 and are allowable for at least the reasons applicable to claim 1, as well as due to the features recited therein.

Claims 7, 8 and 11-22 depend from independent claim 5 and are allowable for at least the reasons applicable to claim 5, as well as due to the features recited therein.

Claim 25 depends from independent claim 23 and are allowable for at least the reasons applicable to claim 23, as well as due to the features recited therein.

Claim 28 depends from independent claim 26 and are allowable for at least the reasons applicable to claim 28, as well as due to the features recited therein.

Claim 31 depends from independent claim 29 and are allowable for at least the reasons applicable to claim 29, as well as due to the features recited therein.

**CONCLUSION**

Applicants respectfully request entry of the above amendments and favorable action in connection with this application. The Office is hereby authorized to charge any additional fees or credit any overpayments under 37 C.F.R. 1.16 or 1.17 to Kenyon & Kenyon Deposit Account No. 11-0600. The Examiner is invited to contact the undersigned at (202) 220-4419 to discuss any matter concerning this application.

All claims are allowable. Allowance is solicited.

Respectfully submitted,

KENYON & KENYON LLP

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By: / Wesley W. Jones/  
Wesley W. Jones  
(Reg. No. 56,552)

KENYON & KENYON LLP  
1500 K Street, NW, Suite 700  
Washington, DC 20005-1257  
Telephone: (202) 220-4419  
Facsimile: (202) 220-2201